



सरकारी गजट, उत्तराखण्ड

उत्तराखण्ड सरकार द्वारा प्रकाशित

रुड़की

खण्ड-12] रुड़की, शनिवार, दिनांक 14 मई, 2011 ई0 (बैशाख 24, 1933 शक सम्वत्) [संख्या-20

विषय-सूची

प्रत्येक भाग के पृष्ठ अलग-अलग दिये गए हैं, जिससे उनके अलग-अलग खण्ड बन सकें

विषय	पृष्ठ संख्या	वार्षिक चन्द्रा
		रु0
सम्पूर्ण गजट का मूल्य	—	3075
भाग 1-विज्ञप्ति-अवकाश, नियुक्ति, स्थान-नियुक्ति, स्थानान्तरण, अधिकार और दूसरे वैयक्तिक नोटिस	205-209	1500
भाग 1-क-नियम, कार्य-विधियां, आज्ञाएं, विज्ञप्तियां इत्यादि जिनको उत्तराखण्ड के राज्यपाल महोदय, विभिन्न विभागों के अध्यक्ष तथा राजस्व परिषद् ने जारी किया	101-115	1500
भाग 2-आज्ञाएं, विज्ञप्तियां, नियम और नियम विधान, जिनको केन्द्रीय सरकार और अन्य राज्यों की सरकारों ने जारी किया, हाई कोर्ट की विज्ञप्तियां, भारत सरकार के गजट और दूसरे राज्यों के गजटों के उद्धरण	—	975
भाग 3-स्वायत्त शासन विभाग का क्रोड़-पत्र, नगर प्रशासन, नोटीफाइड एरिया, टाउन एरिया एवं निर्वाचन (स्थानीय निकाय) तथा पंचायतीराज आदि के निदेश जिन्हें विभिन्न आयुक्तों अथवा जिलाधिकारियों ने जारी किया	—	975
भाग 4-निदेशक, शिक्षा विभाग, उत्तराखण्ड	—	975
भाग 5-एकाउन्टेन्ट जनरल, उत्तराखण्ड	—	975
भाग 6-बिल, जो भारतीय संसद में प्रस्तुत किए गए या प्रस्तुत किए जाने से पहले प्रकाशित किए गए तथा सिलेक्ट कमेटियों की रिपोर्ट	—	975
भाग 7-इलेक्शन कमीशन ऑफ इण्डिया की अनुविहित तथा अन्य निर्वाचन सम्बन्धी विज्ञप्तियां	—	975
भाग 8-सूचना एवं अन्य वैयक्तिक विज्ञापन आदि	—	975
स्टोर्स पर्वज-स्टोर्स पर्वज विभाग का क्रोड़-पत्र आदि	—	1425

भाग 1

विज्ञप्ति-अवकाश, नियुक्ति, स्थान-नियुक्ति, स्थानान्तरण, अधिकार और दूसरे वैयक्तिक नोटिस

गृह अनुभाग-1

कार्यालय ज्ञाप

17 फरवरी, 2011 ई0

संख्या 1016/XX(1)/277/आईपीएस/2004-भारतीय पुलिस सेवा (उ0प्र0 संवर्ग) 1991 बैच के अधिकारी श्री आलोक शर्मा, पुलिस उप महानिरीक्षक को उत्तर प्रदेश शासन के कार्यालय ज्ञाप संख्या 2263/(डीजी)/छ:पु0से0-2-10-523(1)/97, दिनांक 18 जनवरी, 2011 द्वारा पुलिस महानिरीक्षक के पद पर (वेतनमान रु0 37400-67000, ग्रेड पे-10000) उनके कनिष्ठ अधिकारियों की प्रोन्नति की तिथि दिनांक 08-11-2010 के अपरान्ह से प्रदत्त प्रोफार्मा पदोन्नति के अनुरूप पुलिस महानिरीक्षक के पद के समस्त लाभ अनुमन्य किये जाने की एतद्द्वारा स्वीकृति प्रदान की जाती है।

राजीव गुप्ता,
प्रमुख सचिव।

श्रम एवं सेवायोजन विभाग

अधिसूचना

04 अप्रैल, 2011 ई0

संख्या 428(A)/VIII/11-331(श्रम)/2002-उत्तराखण्ड दुकान और वाणिज्य अधिष्ठान अधिनियम, 1962 (अधिनियम संख्या 26, सन् 1962) की धारा 3 की उपधारा (3) के अधीन शक्ति का प्रयोग करके राज्यपाल जनपद टिहरी, ऊधमसिंह नगर, चम्पावत, नैनीताल, पिथौरागढ़, रुद्रप्रयाग एवं हरिद्वार के समस्त ऐसे दुकानों और वाणिज्य अधिष्ठानों जहां उत्तराखण्ड राज्य की नगर स्थानीय निकायों के रिक्त पद/स्थानों में उपनिर्वाचन, 2011 के सम्बन्ध में मतदान किया जाना है, को मतदान के वास्तविक दिन के लिए, उक्त अधिनियम की धारा 8 के उपबन्धों के प्रवर्तन में इस शर्त के अधीन लोकहित में छूट प्रदान करते हैं, कि यदि मतदान का वास्तविक दिन उस क्षेत्र में, जिसमें कोई दुकान या वाणिज्य अधिष्ठान स्थित है, ऐसी दुकान और वाणिज्य अधिष्ठान द्वारा मनाई जाने वाली सामान्य साप्ताहिक छुट्टी का दिन नहीं है, तो मतदान का वास्तविक दिन बन्दी दिवस के रूप में मनाया जायेगा।

आज्ञा से,
विनीता कुमार,
प्रमुख सचिव।

आयुष एवं आयुष शिक्षा अनुभाग

अधिसूचना

08 अप्रैल, 2011 ई0

संख्या 339/XXXX/2011-18/2004-अधिसूचना संख्या XXVIII(1)/2007-18/2004, दिनांक 31 अगस्त, 2007 के अनुक्रम में श्री राज्यपाल, साधारण खण्ड अधिनियम, 1897 (अधिनियम संख्या 10, वर्ष 1897) की धारा 21 के साथ पठित औषधि और प्रसाधन सामग्री नियमावली, 1945 के नियम 152 के अधीन प्रदत्त शक्तियों का प्रयोग करते हुये डा0 पूजा भारद्वाज, निदेशक, आयुर्वेदिक एवं यूनानी सेवायें, उत्तराखण्ड को, उक्त नियमावली के भाग-16 के प्रयोजनों के लिये, उनके विद्यमान कर्तव्यों के अतिरिक्त सम्पूर्ण उत्तराखण्ड राज्य हेतु राज्य औषधि अनुज्ञापन प्राधिकारी वर्ष 2007-2008 के लिये नियुक्त किया गया था एवं शासनादेश संख्या 500/XXVIII(1)/2008-18/2004, दिनांक 23 अप्रैल, 2008, शासनादेश संख्या-212/XXVIII(1)/2008-18/2004, दिनांक 20-03-2009 तथा शासनादेश संख्या-199/XXVIII(1)/2010-18/2004, दिनांक 15 मार्च, 2010 के द्वारा क्रमशः वर्ष 2008-2009, 2009-10 एवं

2010-11 के लिये बढ़ाया गया था, उक्त के क्रम में राज्य औषधि अनुज्ञापन प्राधिकारी का कार्यकाल पुनः वर्ष 2011-2012 तक बढ़ाये जाने की सहर्ष स्वीकृति प्रदान की जाती है।

आज्ञा से,

राजीव गुप्ता,
प्रमुख सचिव।

चिकित्सा अनुभाग-2

कार्यालय ज्ञाप

13 जनवरी, 2011 ई0

संख्या 41/XXVIII-2-2011-27/2004-महानिदेशक, चिकित्सा, स्वास्थ्य एवं परिवार कल्याण, उत्तराखण्ड, देहरादून के पत्र सं0 1प/रा0पु0/8/1/2001/35979, दिनांक 28-12-2010 द्वारा पी0एम0एच0एस0 संवर्ग उत्तराखण्ड में कार्यरत श्रेणी 'क' एवं समूह 'ख' के निम्नलिखित चिकित्साधिकारी कैलेंडर वर्ष 2011 में उनके नाम के सम्मुख कॉलम-5 में अंकित तिथि से अधिवर्षता की आयु प्राप्त कर सेवानिवृत्त हो जायेंगे :-

क्र0सं0	अधिकारी का नाम	पदनाम/तैनाती का स्थान	जन्मतिथि	सेवानिवृत्ति की तिथि
1.	डा0 आशा माथुर	निदेशक, स्वास्थ्य सेवा महानिदेशालय, उत्तराखण्ड, देहरादून	15.08.1951	31.08.2011
2.	डा0 हर गोविन्द सिंह मनराल	निदेशक, स्वास्थ्य सेवा महानिदेशालय, उत्तराखण्ड, देहरादून	20-8-1951	31-08-2011
3.	डा0 जगदीश चन्द्र दुर्गापाल	मुख्य चिकित्सा अधीक्षक, जे0एल0एन0 चिकि0, रुद्रपुर, ऊधमसिंह नगर	04-06-1951	30-06-2011
4.	डा0 हेमचन्द्र जोशी	मुख्य चिकित्सा अधिकारी, बागेश्वर	04-10-1951	31-10-2011
5.	डा0 बसन्त लाल वर्मा	निदेशक, स्वास्थ्य सेवा महानिदेशालय, उत्तराखण्ड, देहरादून	10-05-1951	31-05-2011
6.	डा0 देवकी नन्दन पौडियाल	मुख्य चिकित्सा अधीक्षक, जिला चिकि0, पिथौरागढ़	28-08-1951	31-08-2011
7.	डा0 यशवन्त सिंह राणा	सर्जन (संयु0 निदे0 ग्रेड), एस0पी0एस0 चिकि0, ऋषिकेश, देहरादून	25-07-1951	31-07-2011
8.	डा0 कृष्ण चन्द्र जोशी	उप मुख्य चिकित्सा अधिकारी, अल्मोड़ा	31-12-1951	31-12-2011

डा0 उमाकान्त पंवार,
सचिव।

लघु सिंचाई अनुभाग

कार्यालय ज्ञाप

14 जनवरी, 2011 ई0

संख्या 49/II-2011-01(36)/2005-लोक सेवा आयोग, उत्तराखण्ड के पत्र दिनांक 20-12-2010 से प्राप्त संस्तुति के क्रम में निम्नांकित कनिष्ठ अभियन्ताओं को तात्कालिक प्रभाव से सहायक अभियन्ता के पद, वेतनमान रुपया 15600-39100 सादृश्य ग्रेड वेतन रुपया 5400 में योगदान करने की तिथि से 02 वर्ष की परीविक्षा अवधि में रखते हुए चयन वर्ष 2010-11 की रिक्तियों के विरुद्ध पदोन्नति किये जाने की श्री राज्यपाल महोदय सहर्ष स्वीकृति प्रदान करते हैं :-

क्र0सं0	नाम	श्रेणी
1.	श्री एल0पी0 बडोनी	सामान्य
2.	श्री नरेश कुमार	अनुसूचित जाति
3.	श्री गोवर्द्धन सिंह	अनुसूचित जाति

उक्त पदोन्नत सहायक अभियन्ताओं का वेतन, पदस्थापना आदेश निर्गत होने तक सम्बन्धित जनपद में रिक्त सहायक अभियन्ता के पद के विरुद्ध आहरित किया जायेगा। पदस्थापना सम्बन्धी आदेश पृथक से निर्गत किये जायेंगे।

यह आदेश तत्काल प्रभाव से लागू माने जायेंगे।

आज्ञा से,

ओम प्रकाश,
सचिव।

वित्त अनुभाग-9

अधिसूचना/शुद्धिपत्र

06 अप्रैल, 2011 ई0

संख्या 193/XXVII(9)/2011/स्टाम्प-20/2010-राज्यपाल, अधिसूचना संख्या 35/XXVII(9)/2011/स्टाम्प-20/2010, दिनांक 24-01-2011 में शब्द "चार प्रतिशत से घटाकर" के स्थान पर शब्द "सात प्रतिशत से घटाकर" रखे जाने की सहर्ष स्वीकृति प्रदान करते हैं।

2-उक्त अधिसूचना इस सीमा तक संशोधित समझी जायेगी।

In pursuance of the provisions of Clause (3) of Article 348 of the Constitution of India, the Governor is pleased to order the publication of the following English translation of notification no. 193/XXVII(9)/2011/Stamp-20/2010, Dehradun, Dated April 06, 2011 for general information :

NOTIFICATION/CORRIGENDUM

April 06, 2011

No. 193/XXVII(9)/2011/Stamp-20/2010--In notification No. 35/XXVII(9)/2011/Stamp-20/2010, dated 24th January, 2011, the Governor is pleased to substitute the words "reduce from seven percent" in place of words "reduce from four percent".

2. The above Notification shall be deemed modified up to this extent.

अधिसूचना / शुद्धिपत्र

06 अप्रैल, 2011 ई0

संख्या 194/XXVII(9)/2011/स्टाम्प-20/2010-राज्यपाल, अधिसूचना संख्या 36/XXVII(9)/2011/स्टाम्प-20/2010, दिनांक 24-01-2011 में शब्द "चार प्रतिशत से घटाकर" के स्थान पर शब्द "सात प्रतिशत से घटाकर" रखे जाने की सहर्ष स्वीकृति प्रदान करते हैं।

2-उक्त अधिसूचना इस सीमा तक संशोधित समझी जायेगी।

आज्ञा से,

राधा रतूड़ी,

सचिव।

In pursuance of the provisions of Clause (3) of Article 348 of the Constitution of India, the Governor is pleased to order the publication of the following English translation of notification no. 194/XXVII(9)/2011/Stamp-20/2010, Dehradun, Dated April 06, 2011 for general information :

NOTIFICATION/CORRIGENDUM

April 06, 2011

No. 194/XXVII(9)/2011/Stamp-20/2010--In notification No. 36/XXVII(9)/2011/Stamp-20/2010, dated 24th January, 2011, the Governor is pleased to substitute the words "reduce from seven percent" in place of words "reduce from four percent".

2. The above Notification shall be deemed modified up to this extent.

By Order,

RADHA RATURI,
Secretary.

वित्त अनुभाग-9

अधिसूचना

11 अप्रैल, 2011 ई0

संख्या 169/XXVII(9)/2011/स्टाम्प-55/2009-चूंकि, राज्य सरकार का यह सामधान हो गया है कि लोकहित में ऐसा करना आवश्यक एवं समीचीन है;

अतः, श्री राज्यपाल, भारतीय स्टाम्प अधिनियम, 1899 (अधिनियम संख्या 2, वर्ष 1899) की धारा 9 की उपधारा (1) के खण्ड (क) के द्वारा प्रदत्त शक्तियों का प्रयोग करके, अधिसूचना संख्या-300/XXVII(9)/स्टाम्प-55/2009, दिनांक 31 मार्च, 2010 में आंशिक संशोधन करते हुए अधिसूचना में निहित उद्देश्यों के लिये दिनांक 31-03-2012 की तारीख तक ₹ 5,00,000.00 (रुपये पांच लाख मात्र) तक के ऋण पर स्टाम्प शुल्क प्रभार्य न किये जाने की सहर्ष स्वीकृति प्रदान करते हैं।

आज्ञा से,

राधा रतूड़ी,

सचिव।



सरकारी गजट, उत्तराखण्ड

उत्तराखण्ड सरकार द्वारा प्रकाशित

रुड़की, शनिवार, दिनांक 14 मई, 2011 ई0 (बैशाख 24, 1933 शक सम्वत्)

भाग 1-क

नियम, कार्य-विधियां, आज्ञाएं, विज्ञप्तियां इत्यादि जिनको उत्तराखण्ड के राज्यपाल महोदय, विभिन्न विभागों के अध्यक्ष तथा राजस्व परिषद् ने जारी किया

Office of the Director General, Medical Health & F.W.
(C.M.S.D. Section), Uttarakhand, Dehradun

Notification No. Equipment-1/2011

Rate Contract of Equipments

February 03, 2011

No. 15P/Store/2/2010/3217-A--In exercise of the power delegated in G.O. No. 2356/XXVIII-5-2010-140/2010, dated 23.12.2010, 1271/XXVIII-5-2008-122/2002, dated 22.10.2009 & Uttarakhand Procurement Policy, 2008 No. 177/XXXVII(7)/2008, dated 1.05.2008, the rate contract of equipments mentioned in Annexure 'B' is made with the firms mentioned in Annexure 'A' for supply in the State Government in Medical & Health Services Department for the period until the supply is satisfactorily completed in accordance with the aforesaid (only) for RC and **valid upto 1st February, 2012 of notification for the rate contract** until extended by a special order, on the following terms & conditions :--

1. The firms shall made supplies in manufacturers original packing as indicated in column-5 for name of make unless otherwise stated. The supplying firms will be required to clearly mention on the lable the name of the manufacturer.

2. The firms will have to give a written warranty to the effect that supplies confirm to the approved standard specification for the equipment as given in approved schedules and the goods/equip. are new and unused of the most recent or current models as per specifications having no defect arising from design materials or workmanship having no defect arising from design materials or workmanship or form any fact or emission of the supplier.

3. Indenting Officers are requested to make the 90% payment within 60 days after receipt of goods verifying the conditions of equipment unless they have valid reasons for with holding the same in which case the circumstances under which the payment is with helded should be communicated to the Director General of Medical Health & F.W., Uttarakhand, Dehradun.

4. Indenting Officers may place order direct on the firms and copy to the manufacturing firms in case supplies are to be made through distributor along with a copy there of the this office.

5. Deductions from the bills if any, should be made only after getting an explanation from the supplying firms about shortage or breakage within a month of receipt of goods from the supplying firms obtained. In no case goods should be accepted without verification where there any doubt has arisen or the packing is broken in case the consignment is insured authorities would be intimated immediately preferably through telegram followed by the supplier.

6. Indenting Officers are advised to return the duty free excise passes to the supplying firms duly received and signed at the earliest after receipt of goods.

7. Where excise duty has been mentioned inclusively the firm will certify that excise duty claimed by them has actually been paid by them to Govt. Supplying firms will have to furnish a certificate alongwith the bill to the effect that excise duty claimed in the actual amount assessed by the Govt. of India and is levy able during the period it has been claimed, the supplier will also have to certify that the items on which the excise duty is being claimed by them are acutally covered by the excise duty assessment.

8. Every care has been taken to see that rates quoted and approved have been correctly notified in the Notification but in case any discrepancy either in rates or in specification or any nature in other details, it will be the duty of the firm that they should intimate to the C.M.S.D. under registered cover latest within a month so that necessary action may be taken.

9. The firms while sending the bills will certify that the rates charged are applicable and have also been approved by the CMSD and in case of any default they are prepared to make adjustments.

10. The firms should also certify on the bills that the supplies are according to specifications AND THE MAKE APPROVED BY THE Director General, Medical Health & F.W., Uttarakhand and are in accordance with the latest Rules & Regulations pertaining to that equipment to be use in the country.

11. The attention of the Indenting Officers is drawn to the various lists of items published by the firms. It has been found that in some cases the firms include unapproved items in their lists of approved items. It's responsibility of the Indenting Officers to consult the Gazette Notification before placing the actual order and see that the order for only approved items are places. Such cases of Misrepresentation should immediately be brought to the notice of Director General, Medical Health & F.W., Uttarakhand (CMSD), Dehradun sending copy of the list printed, by the particular firms in case any firm is found of doing so, strict action will be taken against them and their names will be deleted from rate contract without any notice to them and in addition they may be debarred.

12. No assistance will be provided for release of the raw material or procurement of Import Licence.

13. The Director General, Medical Health & F.W., Uttarakhand C.M.S.D., Dehradun reserves the right to call Tender for Quantity contract.

14. It will be condition of the contract that although during the currency of the contract the price approved in this rate contract arrangement will remain firm but however in the event of price going down the contractor shall promptly furnish such information to enable this office to amend the contracted rates for supply at rate lower than the rate contract the attention of the firm is drawn to it.

15. Any sum of money payable to the contractor including the security deposit returnable to them under this contract may be forfeited by Director General, Medical Health & F.W., Uttarakhand, Dehradun and set of against any claim of the Governor and payment of a sum of money arising out of or under any other contract made by contractor with the Governor.

16. Director General, Medical Health & F.W., Uttarakhand, Dehradun or his authorized representative may inspect the premises of the manufacturing units to assess and verify that the items quoted as own made are actually manufactured by them.

17. All supplies shall have to be made strictly confirming to approved specification in accordance with the latest approval.

18. If at any time during the said period of contract contractor reduces sale price of such stores or sells such stores to any other person at price lower than the price chargeable under the contract he shall forthwith notify such reduction of sale to the Director General, Medical Health & F.W., Uttarakhand, Dehradun and the price payable under contract for the stores supplied at the price payable under contract for the stores supplied at the date of coming into force of such reduction of sale shall stand correspondingly reduced. The above stipulation will not however apply to--

a. exports by the contractor;

b. sale of goods as original goods at a price lower than the price charged for normal replacement.

19. The contractor shall furnish to the Director General, Medical Health & F.W., Uttarakhand, Dehradun at intervals mentioned below :--

a. Within a month of commencement of the contract a certificate as to the rates prevailing of the commencement of the rates contract.

b. Within a month of expiry of every six month a certificate as to the rates revalling during proceeding six months.

c. And at the end of the rate contract within a month of expiry of the contract a certificate on the following form :--

I/We certify that the stores description indentical to the are supplied to Government under the contract here in have not been sold by us to any other person after the commencement of the rate contract during the period of the **rate contract from 2nd February, 2011 to 1st February, 2012**. At a price lower than the price charged to the Government under the contract for the quantity except of under Sub-clause (A) & (B) of para 10 above.

20. Supplies must be completed within time limit and started in order/issue of order (which ever is earlier) from the Indenting Officer. Under unavoidable circumstances in continuation of supply order, a further period of one month can be granted for execution of supply order an sale description of Indenting Officer failing which full information should be sent to this Directorate (CMSD) section to take necessary action against the firm.

21. The Indenting as should give the supply order to the firm whose rates are lowest as mentioned in the enclosed Annexure 'A' if lowest quoting firm does not supply within stated time from the date of issue of the order from Indenting Officer a further period can be extended as to four weeks if the firm apply for such extension before the expiry of stated time giving valid satisfactory reasons. In case of non-supply the names of such defaulting firm should be intimated to Government CMSD Section of the Directorate by registered post so that the necessary action against the firm will be taken.

22. Full payment shall be made on complete installation checking & on satisfactory performance receipt of goods its checking etc. after 90 days from the date of installation & checking performance of goods by the Indenting Officers.

23. In the event of the prices being gone down the contracting firm may please intimate the same to the Director General of Medical Health & Family Welfare, Uttarakhand, Dehradun immediately for issuing necessary corrigendum in this regards and they will also charge the reduced rates from the Indenting Officers of the State. In case such information is received from the contracting firm that they are selling items approved in their favour at the reduce rates either in open market or any where also. The Director General, Health & F.W., Uttarakhand, Dehradun reserves the right to cancel the items of entire contract finalized with them and to debar the firm from further tendering.

24. In case supplies are found substandard for which part payment/full payment has been made the firm may be asked to replace them within the specified period this however shall not debar Indenting Officer of Director General, Medical Health & F.W., Uttarakhand for action against the firm.

In case firm fails to replace the material/equipment within the period specified by the Indenting Officer the firm shall refund the full payment received by them forthwith irrespective of the fact that the supplied item may have been used for some time, they may in addition liable for action as per clause of the agreement.

25. This contract shall exclusively be governed by the terms and conditions mentioned in this notification the relevant conditions mentioned in the tender notice CMSD tender form and relevant conditions mentioned in the agreement form (sent to the firm along with acceptance letter separately) and agreements agreed by the firm.

26. The Indenting Officers are advised to report the damages/defects noticed in supplies to suppliers for Notification repair replacement as the case may be within sixty days of the receipt installation/performance on the material failing which it will be their own responsibility.

27. In case of any complaint against the supplier for delay in supplies or defective supplies etc., the Indenting Officers are advised to report the matter to the Director, General Medical Health & F.W., Uttarakhand, Dehradun (CMSD Section) promptly for necessary action by registered post.

28. Supplies will have to be made F.O.R. destination by road/Railway station in Uttarakhand by goods train as shown in annexure 'A' for order of Rs. 1000/- and above.

29. The Indenting Officers are requested to send the copy of the supply order to Sales Tax and Income Tax authorities to enable them to keep watch on the payment of Taxes.

30. A separate agreement regarding warranty/post warranty/CMC services will have to be signed by the supplier.

31. In case of any legal Dispute the area of Jurisdiction will be Uttarakhand only.

32. The Firm should deposit 10% of total cost of equipment/item as Performance Guarantee in the form of Bank Guarantee in favour of Indenting Officer valid upto 60 days after date of completion of performance obligation including warranty obligation.

33. Paid Comprehensive Maintenance Contract (CMC) wherever applicable will have be paid yearly after the given period on the basis of previous performance of the firm in which minimum 3 mandatory visit is compulsory to produce at the time of claim alongwith the 2.5% of Performance Guarantee of total contract value.

ANNEXURE 'A'

Equipment-1/2011

Enclosure of Notification No. 15P/Store/2/2010/3217-A

Dated February 3, 2011

Subject : Rate contract arrangement of equipment for the period from 02.02.2011 to 01.02.2012

Sl.No.	Name of Firm	Telephone No./ Contact No.	F.O.R. Destination
1.	M/s SSMS (I) Pvt. Ltd., F-2 Industrial Area, Bhimtal, Nainital-263136	05942-248138, 247945 Fax no. : 05942-248138 (M) 9956733738 9411199556	-do-
2.	M/s Samiksha, E-11, Nehru Colony, Dehradun	Fax no. : 0135-2668018 (M) 09997999153	-do-

(ASHA MATHUR),
Director General.

SCHEDULE 'A'

Name of Supplying firm--M/s SSMS(1) Pvt. Ltd., Bhimtal, Nainital, Uttarakhand

Sl. No.	Description of Goods	Model/Make	Rates Exclusive of all taxes and duties	VAT	CST/ Excise Duty	SST	Unit Price (in Rs.)	4 years CMC after 3 year warranty	Total Amount (in Rs.) inc. of all taxes & duties with 4 years CMC after 3 years warranty F.O.R. Destination	Remarks
1.	Single Dome Shadowless Lamp * Dome SIZE 20" * Dichroic glass reflector 14" * High light intensity 1,000,000 lux +/-5% * Color temperature 4300 degree K * Halogen bulb 24v 150w * Spare Halogen bulb 24v 150w-5nos * Finger touch movement * Stand by bulb facility * Spring balanced arm with sterilized handle in the center of the dome for lamp head positioning * The unit must conform TO IEC of equivalent for relevant safety and general safety standards for medical equipment as applicable * Unit must conform to relevant electrical and general safety standard * Equipment should confirm ISO 9000 Series Certification	1022 mobile	18200.00	@ 4.5% = 819.00	-	-	19019.00	364.00 546.00 728.00 910.00 2548.00	19019.00 + 2548.00 CMC = 21,567.00	L1

SCHEDULE 'A'

Name of Supplying firm--M/s SSMS(1) Pvt. Ltd., Bhimtal, Nainital, Uttarakhand

SI No.	Description of Goods	Model/Make	Rates Exclusive of all taxes and duties	VAT	CST/ Excise Duty	SST	Total Amount (in Rs.) inc. of all taxes & duties with 3 years warranty F.O.R. Destination	Remarks
1	Weighing Machine Adult * 120 kg capacity 150 for resolution * Compact and sleek display unit * Display freeze facility * Sturdy M.S. Platform * Should be certified by ISO/ISI/weight and measuring certification	Crown Classic	690.00	@ 4.5%= 31.00	-	-	721.00	L1

Illegible,
Contractor:

Illegible,
Director General.

SCHEDULE 'A'

Name of Supplying firm--M/s Samiksha Industries, Dehradun, Uttarakhand

Sl. No.	Description of Goods	Model/Make	Rates Exclusive of all taxes and duties	VAT	CST/ Excise Duty	SST	Total Amount (in Rs.) inc. of all taxes & duties with 3 years warranty F.O.R. Destination	Remarks
1.	Three Seater Chair (1) Top size 110 cm L x 30 cm W x 45cm H legs (4) 1 3/4" (44mm) finished section with cross bars at top and bottom cross bars (2) The chair should be made out of MS angle frame epoxy powder coated in grey colour with 50 microns (3) The chair should be rust proof (4) Seat & backrest of chair should be good plastic material (5) The chair should not be heavy (6) Surface to be smooth with fine finish (7) It should confirm to application ISI standard in respect of material welding process test and performance (8) Should confirming to BIS 4033 standard or equivalent	Surelife	1795.00	@ 13.5 % = 242.00	-	-	2037.00.	L1* (Uttarakhand Mfg. unit)

Illegible,
Contractor.

Illegible,
Director General.

Notification No. Equipment-2/2011**Rate Contract of Equipments**

March 07, 2011

No. 15P/Store/2/2010/6620--In exercise of the power delegated in G.O. No. 2356/XXVIII-5-2010-140/2010, dated 23.12.2010, 1271/XXVIII-5-2008-122/2002, dated 22.10.2009 & Uttarakhand Procurement Policy, 2008 No. 177/XXXVII(7)/2008, dated 1.05.2008, the rate contract under Government Approval No. 203/XXXVIII-5-2011-140/2010 Medical Section-5, dated 9th February, 2011 of equipments mentioned in Annexure 'B' is made with the firms mentioned in Annexure 'A' for supply in the State Government in Medical & Health Services Department for the period until the supply is satisfactorily completed in accordance with the aforesaid (only) for RC and **valid upto 6th March, 2012 of notification for the rate contract** until extended by a special order, on the following terms & conditions :--

1. The firms shall made supplies in manufacturers original packing as indicated in column-5 for name of make unless otherwise stated. The supplying firms will be required to clearly mention on the lable the name of the manufacturer.
2. The firms will have to give a written warranty to the effect that supplies confirm to the approved standard specification for the equipment as given in approved schedules and the goods/equip. are new and unused of the most recent or current models as per specifications having no defect arising from design materials or workmanship having no defect arising from design materials or workmanship or form any fact or emission of the supplier.
3. Indenting Officers are requested to make the 90% payment within 60 days after receipt of goods verifying the conditions of equipment unless they have valid reasons for with holding the same in which case the circumstances under which the payment is with helded should be communicated to the Director General of Medical Health & F.W., Uttarakhand, Dehradun.
4. Indenting Officers may place order direct on the firms and copy to the manufacturing firms in case supplies are to be made through distributor along with a copy there of the this office.
5. Deductions from the bills if any, should be made only after getting an explanation from the supplying firms about shortage or breakage within a month of receipt of goods from the supplying firms obtained. In no case goods should be accepted without verification where there any doubt has arisen or the packing is broken in case the consignment is insured authorities would be intimated immediately preferably through telegram followed by the supplier.
6. Indenting Officers are advised to return the duty free excise passes to the supplying firms duly received and signed at the earliest after receipt of goods.
7. Where excise duty has been mentioned inclusively the firm will certify that excise duty claimed by them has actually been paid by them to Govt. Supplying firms will have to furnish a certificate along with the bill to the effect that excise duty claimed in the actual amount assessed by the Govt. of India and is levy able during the period it has been claimed, the supplier will also have to certify that the items on which the excise duty is being claimed by them are acutally covered by the excise duty assessment.
8. Every care has been taken to see that rates quoted and approved have been correctly notified in the Notification but in case any discrepancy either in rates or in specification or any nature in other details, it will be the duty of the firm that they should intimate to the C.M.S.D. under registered cover latest within a month so that necessary action may be taken.
9. The firms while sending the bills will certify that the rates charged are applicable and have also been approved by the CMSD and in case of any default they are prepared to make adjustments.
10. The firms should also certify on the bills that the supplies are according to specifications AND THE MAKE APPROVED BY THE Director General, Medical Health & F.W., Uttarakhand and are in accordance with the latest Rules & Regulations pertaining to that equipment to be use in the country.
11. The attention of the Indenting Officers is drawn to the various lists of items published by the firms. It has been found that in some cases the firms include unapproved items in their lists of approved items. It's responsibility of the Indenting Offices to consult the Gazette Notification before placing the actual order and see that the order for only approved items are places. Such cases of Misrepresentation should immediately be brought to the notice of Director General, Medical Health & F.W., Uttarakhand (CMSD), Dehradun sending copy of the list printed, by the particular firms in case any firm is found of doing so, strict action will be taken against them and their names will be deleted from rate contract without any notice to them and in addition they may be debarred.

12. No assistance will be provided for release of the raw material or procurement of Import Licence.

13. The Director General, Medical Health & F.W., Uttarakhand C.M.S.D., Dehradun reserves the right to call Tender for Quantity contract.

14. It will be condition of the contract that although during the currency of the contract the price approved in this rate contract arrangement will remain firm but however in the event of price going down the contractor shall promptly furnish such information to enable this office to amend the contracted rates for supply at rate lower than the rate contract the attention of the firm is drawn to it.

15. Any sum of money payable to the contractor including the security deposit returnable to them under this contract may be forfeited by Director General, Medical Health & F.W., Uttarakhand, Dehradun and set of against any claim of the Governor and payment of a sum of money arising out of or under any other contract made by contractor with the Governor.

16. Director General, Medical Health & F.W., Uttarakhand, Dehradun or his authorized representative may inspect the premises of the manufacturing units to assess and verify that the items quoted as own made are actually manufactured by them.

17. All supplies shall have to be made strictly confirming to approved specification in accordance with the latest approval.

18. If at any time during the said period of contract contractor reduces sale price of such stores or sells such stores to any other person at price lower than the price chargeable under the contract he shall forthwith notify such reduction of sale to the Director General, Medical Health & F.W., Uttarakhand, Dehradun and the price payable under contract for the stores supplied at the price payable under contract for the stores supplied at the date of coming into force of such reduction of sale shall stand correspondingly reduced. The above stipulation will not however apply to--

a. exports by the contractor;

b. sale of goods as original goods at a price lower than the price charged for normal replacement.

19. The contractor shall furnish to the Director General, Medical Health & F.W., Uttarakhand, Dehradun at intervals mentioned below:--

a. Within a month of commencement of the contract a certificate as to the rates prevailing of the commencement of the rates contract.

b. Within a month of expiry of every six month a certificate as to the rates revalling during proceeding six months.

c. And at the end of the rate contract within a month of expiry of the contract a certificate on the following form:--

I/We certify that the stores description indential to the are supplied to Government under the contract here in have not been sold by us to any other person after the commencement of the rate contract during the period of the **rate contract from 7th March, 2011 to 6th March, 2012**. At a price lower than the price charged to the Government under the contract for the quantity except of under Sub-clause (A) & (B) of para 10 above.

20. Supplies must be completed within time limit and started in order/issue of order (which ever is earlier) from the Indenting Officer. Under unavoidable circumstances in continuation of supply order, a further period of one month can be granted for execution of supply order an sale description of Indenting Officer failing which full information should be sent to this Directorate (CMSD) section to take necessary action against the firm.

21. The Indenting as should give the supply order to the firm whose rates are lowest as mentioned in the enclosed Annexure 'A' if lowest quoting firm does not supply within state time from the date of issue of the order from Indenting Officer a further period can be extended as to four weeks if the firm apply for such extension before the expiry of stated time giving valid satisfactory reasons. In case of non-supply the names of such defaulting firm should be intimated to Government CMSD Section of the Directorate by registered post so that the necessary action against the firm will be taken.

22. Full payment shall be made on complete installation checking & on satisfactory performance receipt of goods its checking etc. after 90 days from the date of installation & checking performance of goods by the Indenting Officers.

23. In the event of the prices being gone down the contracting firm may please intimate the same to the Director General of Medical Health & Family Welfare, Uttarakhand, Dehradun immediately for issuing necessary corrigendum in this regards and they will also charge the reduced rates from the Indenting Officers of the State. In case such information is received from the contracting firm that they are selling items approved in their favour at the reduce rates either in open market or any where also. The Director General, Health & F.W., Uttarakhand, Dehradun reserves the right to cancel the items of entire contract finalized with them and to debar the firm from further tendering.

24. In case supplies are found substandard for which part payment/full payment has been made the firm may be asked to replace them within the specified period this however shall not debar Indenting Officer of Director General, Medical Health & F.W., Uttarakhand for action against the firm.

In case firm fails to replace the material/equipment within the period specified by the Indenting Officer the firm shall refund the full payment received by them forthwith irrespective of the fact that the supplied item may have been used for some time, they may in addition liable for action as per clause of the agreement.

25. This contract shall exclusively be governed by the terms and conditions mentioned in this notification the relevant conditions mentioned in the tender notice CMSD tender form and relevant conditions mentioned in the agreement form (sent to the firm along with acceptance letter separately) and agreements agreed by the firm.

26. The Indenting Officers are advised to report the damages/defects noticed in supplies to suppliers for Notification repair replacement as the case may be within sixty days of the receipt installation/performance on the material failing which it will be their own responsibility.

27. In case of any complaint against the supplier for delay in supplies or defective supplies etc., the Indenting Officers are advised to report the matter to the Director General, Medical Health & F.W., Uttarakhand, Dehradun (CMSD Section) promptly for necessary action by registered post.

28. Supplies will have to be made F.O.R. destination by road/Railway station in Uttarakhand by goods train as shown in annexure 'A' for order of Rs. 1000/- and above.

29. The Indenting Officers are requested to send the copy of the supply order to sales Tax and Income Tax authorities to enable them to keep watch on the payment of Taxes.

30. A separate agreement regarding warranty/post warranty/CMC services will have to be signed by the supplier.

31. In case of any legal Dispute the area of Jurisdiction will be Uttarakhand only.

32. The Firm should deposit 10% of total cost of equipment/item as Performance Guarantee in the form of Bank Guarantee in favour of Indenting Officer valid upto 60 days after date of completion of performance obligation including warranty obligation.

33. Paid Comprehensive Maintenance Contract (CMC) wherever applicable will have be paid yearly after the given period on the basis of previous performance of the firm in which minimum 3 mandatory visit is compulsory to produce at the time of claim alongwith the 2.5% of Performance Guarantee of total contract value.

ANNEXURE 'A'

Equipment-2/2011

Enclosure of Notification No. 15P/Store/2/2010/6620

Dated 07.03.2011

Subject : Rate contract arrangement of equipment for the period from 07.03.2011 to 06.03.2012

Sl.No.	Name of Firm	Telephone No./ Contact no.	F.O.R. Destination
1.	M/s Puri Surgical & Vety Inst. Mfg. Industries Subhash Nagar, P.O. Manas Nagar, Lucknow 226 023	0522-2471263 -2471266 Fax no. 0522-2471263 E-mail purisurgical@yahoo.com	-do-
2.	M/s Moditech International Sukmani Chambers (14-15) SCO 68-70, Sector 17-A Chandigarh	0172-2711371 -5085177 Fax no. 0172-5085177 E-mail info@medoxy.net, moditech 1 @rediffmail.com	-do-
3.	M/s Samiksha E-11, Nehru Colony, Dehradun	Fax no. 0135-2668018 (M) - 09997999153	-do-

(ASHA MATHUR),
Director General.

SCHEDULE 'A'

Name of firm-M/s Puri Surgical

Sl. No.	Description of Goods	Model/Make	Rates Exclusive of all taxes and duties	VAT	CST/ Excise Duty	SST	Unit price inc. of all taxes & duties in INR	4 year CMC after 3 years warranty	Total Amount per unit (in Rs.) inc. of all taxes & duties with 3 years warranty
	Celling Shadowless Lamp * Dome size-two dome should be 20"-25" each * Dichromic glass refraction & perfect shadow control * High light intensity > 100000 * Temperature 43 degree K/cool light with fidelity * Spare halogen bulb * Stand by bulb facility is only supplied in single reflector type of light * 6 joints for fast & convient positioning in any angle direction & position * IEC or equivalent safety & general safety standard for medical equipment as applicable * Confirm relevant electrical & general safety standard * 6-8 bulbs in multi reflector dome should be 12V/50 W-12V/55 W * Confirm/SO 9000 series configuration	PS	₹ 27500.00		@ 4% = ₹ 1100.00		₹ 28600.00	₹ 500.00 ₹ 500.00 ₹ 500.00 ₹ 500.00 ₹ 2000.00	₹ 28600.00 + ₹ 2000.00 CMC = ₹ 30,600.00

Illegible,
Contractor:

Illegible,
Director General.

'SCHEDULE 'A'

Name of firm--M/s Moditech

Sl. No.	Description of Goods	Model/Make	Rates Exclusive of all taxes and duties	VAT/ SST	CST/ Excise Duty	Incidental services, if any	Inland transportation/ inc. insur. & other local cost incidental to delivery	Unit price inc. of all taxes & duties in INR	4 years CMC after 3 years warranty	Total Amount unit (in Rs.) Inc. of all taxes & duties with 4 years CMC after 3 years warranty	Remarks
1.	Oxygen Concentrator * Should have flow from 0.5 litres per minute with variation of 0.5 LPM * Purity of oxygen should be 93% + /-3% * Should have built in nebuliser * Flow meter 0.5 LPM should be illuminating during night * Sound Level should not be more than 50 db(A) * Should have high temperature indicators with alarms, machine should shut off in case of high temperature * Should have power failure alarm * Should have oxygen purity indicator * Should have built in castors for easy mobility * Should have digital LCD timer showing aggregate run time of the machine and also time counter since machine put on for use * Provision in timer for setting the time of use with ten minute variation, and machine should shut off automatically after set timing * Should have inbuilt box for keeping accessories like mask/cannuals/power cord/cover and manual etc. * Air suction inlet filters should be on both the sides * Low Power Consumption should not be more than 500 Watts * Power Supply 220-240 VAC; 50 Hz * Should be able to function on invertors/ generator in case of power failure * Should be provided with Cover, Voltage Stabilizer, Cannuals/mask, Humidifier and descriptive working manual The unit should confirm to BIS/ISI/ISO/FDA/CE or equivalent	Longtion Scitech Co. Ltd. Baoding, China model- Jay 5A	₹ 57000.00	--	@ 5%= ₹ 2850.00	₹ 2000.00	₹ 1000.00	₹ 62850.00	₹ 6000.00 ₹ 7000.00 ₹ 8000.00 ₹ 9000.00 ₹ 30000.00	₹ 62850.00 + ₹ 30000.00 CMC = ₹ 92,850.00	L 1

Illegible,
Contractor.

Illegible,
Director General.

SCHEDULE 'A'

Name of firm-M/s Samiksha

Sl. No.	Description of Goods	Model/Make	Rates Exclusive of all taxes and duties	VAT	CST/ Excise Duty	SST	Total Amount inc. of all taxes & duties with 3 years warranty	Remarks
1	Instrument Cabinet * Length (1676+/- 10 mm), width (914 mm+/- 10mm), breadth (457 mm +/- 10mm) Fabricated using 18 SWG MS sheet for back and side cover. Front cover of 18 SWG MS sheet * Front door is fitted with glass panel of 4mm thick with locking facility and should have 4 no. of glass shelves 6mm thickness. The cabinet should be rested on an antirust base. Epoxy powder coating with white colour with 50 microns * The above product should conform to applicable ISI standard in respect of materials, welding process, test & performance * Conforming to BIS 6877 standards or equivalent.	—	₹ 4560.00	@ 4.5% = ₹ 205.00	—	—	₹ 4,765.00	L1

Illegible,
For SAMIKSHA INDUSTRIES.
 Contractor,
 Dehradun.

ASHA MATHUR,
 Director General,
 Medical Health & F.W.,
 Uttarakhand, Dehradun.

पी०एस०यू० (आर०ई०) 20 हिन्दी गजट/209-भाग 1-क-2011 (कम्प्यूटर/रीजियो)।

मुद्रक एवम् प्रकाशक-संयुक्त निदेशक, राजकीय मुद्रणालय, उत्तराखण्ड, रुड़की।

भाग 1-क]

उत्तराखण्ड गजट, 14 मई, 2011 ई० (बैशाख 24, 1933 शक सम्वत्)